manent improvements, may be compelled to perform his promise. 5 Pomeroy, *Equity Jurisdiction* (2d ed. 1919) § 2250. Such facts give rise to an equitable defense in the donee in a suit in ejectment by the donor. *Young* v. *Overbaugh* (1895) 145 N. Y. 158, 39 N. E. 712. In the instant case there is no evidence that the land was intended as security for the advance. If, therefore, any equitable lien is to be raised it must be on quasi-contractual principles, none of which are present. An advance to enable a borrower to purchase property does not create a lien thereon in favor of the lender. *Collinson* v. *Owmens* (Ind. 1833) 6 Gil. & J. 4; see *Weathersby* v. *Sleeper* (1869) 42 Miss. 732, 741 (personalty). *A fortiori* an advance for the purpose of making improvements should not. Were there no insolvency, equity would certainly compel repayment before granting a conveyance. *Cf. Lyons Nat. Bk.* v. *Shuler* (1910) 199 N. Y. 405, 92 N. E. 800; *Thomas* v. *Evans* (1887) 105 N. Y. 601, 12 N. E. 571. According to precedent a debt may be set off to an equitable claim for money although the plaintiff may be insolvent. *Alexander* v. *Wallace* (Tenn. 1836) 10 Yerg. 105. The same is true when the equitable claim is for a conveyance. See *Williams* v. *Love* (1858) 39 Tenn. 80, 86. The possibility of the defendant's recovery at law or in equity is not essential to the establishment of a condition precedent to the enforcement of a plaintiff's equitable claim. *DeWalsh* v. *Braman* (1896) 160 Ill. 415. The instant case therefore, on authority, was correctly decided although the reasoning of the court was erroneous.

STATUTE OF LIMITATIONS—INDEFINITE WAIVER AT INCEPTION OF CONTRACT.—The plaintiff sues in equity to set aside a judgment rendered against him as defendant, in an action on a note defended by an attorney without his consent. The present plaintiff contends the suit on the note was barred by the Statute of Limitations. The note contained a provision whereby the makers waived "all benefits of the Statute of Limitations." *Held,* judgment vacated. *First National Bank of La Junta* v. *Mock* (Colo. 1921) 203 Pac. 272.

In general, a waiver of the Statute of Limitations, expressed when the contract was made, and relied upon, estops the debtor from setting up that defense. *State Trust Co.* v. *Sheldon* (1895) 68 Vt. 259, 35 Atl. 177. Some jurisdictions hold that this estoppel is effective so long as the defendant's representations influence the creditor to forbear suit. *Holman* v. *Omaha Ry. & Bridge Co.* (1902) 117 Iowa 268, 90 N. W. 833. Other courts intimate that the debtor is estopped for a reasonable time only. *Kellogg* v. *Dickinson* (1888) 147 Mass. 432, 18 N. E. 223. An agreement of waiver for an unlimited time is often enforced as a contractual obligation, if made for a proper consideration. *Parchen* v. *Chessman* (1914) 49 Mont. 326, 142 Pac. 631. Such waiver is usually regarded as binding, if not forever, at least for a reasonable time, which is frequently computed by adding an additional statutory period. *Parchen* v. *Chessman, supra.* Some courts refuse to enforce an unlimited waiver on the ground that it is in violation of public policy. See *Mutual Life Ins. Co.* v. *United States Hotel Co.* (1913) 82 Misc. 632, 644, 144 N. Y. Supp. 476. But as the Statute of Limitations is a personal defense, a party may bind himself to forego its protection, without contravening any public policy. See *Wells, Fargo & Co.* v. *Enright* (1900) 127 Cal. 669, 674, 60 Pac. 439; but see *Union Central Life Ins. Co.* v. *Spinks* (1904) 119 Ky. 261, 272, 83 S. W. 615. Although the court in the instant case frowns upon an indefinite waiver, it might well have been given effect to the stipulation as for a reasonable time.

STATUTES—CONSTRUCTION—TITLES AND SECTIONAL HEADNOTES.—The appellant was charged with driving an automobile while intoxicated. He demurred on the ground that the charge did not allege him to be an employee, and that the scope of the